

**PAYMENT CHART**

<b>Account Balance</b>		<b>Minimum PMT \$</b>
<b>From</b>	<b>To</b>	
\$ .01	\$6.98	100%
\$6.99	\$44.99	\$6.99
\$45.00	\$69.99	\$7.99
\$70.00	\$99.99	\$8.99
\$100.00	\$124.99	\$10.99
\$125.00	\$199.99	\$14.99
\$200.00	\$249.99	\$17.99
\$250.00	\$299.99	\$20.99
\$300.00	\$349.99	\$23.99
\$350.00	\$449.99	\$29.99
\$450.00	\$549.99	\$34.99
\$550.00	\$799.99	\$46.99
\$800.00	\$1,099.99	\$59.99
\$1,100.00	\$1,399.99	\$69.99
\$1,400.00		5%

accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed, without losing any of our rights under this Agreement. All payments under this Agreement must be received at the address specified on your billing statement. Payments may also be made electronically on the web or phone, by ACH payment from a checking or savings account. However, you may not make a payment using any credit card issued by WebBank. We may charge a processing fee for payments made by phone and when made with the assistance of a service representative of the company for an expedited payment posted on the same day. The fee will be disclosed at the time you request to make the payment.

**How We Figure Periodic Interest Charges.** To calculate the Interest Charge for each monthly statement we multiply the average daily balance times the monthly periodic rate. Your monthly periodic rate may vary each billing cycle. Certain purchases may be subject to a deferred interest promotion that permits you to avoid paying Interest Charges on those balances if repaid in full during the Deferral Period. Any Interest Charges that accrue during Deferral Periods that are charged to the account because the deferred balance is not paid in full during the Deferral Period will appear as Interest Charges on the statement following expiration of the Deferral Period (see Deferral Periods). If the total periodic Interest Charges for a month are less than \$1.00 then we charge a minimum periodic Interest Charge of \$1.00 which we will apply to the applicable balance (to the extent permitted by applicable law).

**Average Daily Balance.** We figure the interest charge on your Account by applying the monthly periodic rate to the Average Daily Balance of your Account, including current transactions. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new purchases on that day, and subtract any payments or credits we apply that day. We add interest charges to each feature on a monthly basis. We add other charges and fees, such as late fees, on the day that such charges or fees are posted to the Account. If your Account has an overall credit balance, we treat this as a \$0 balance. Purchases subject to Deferral Periods described below are excluded from our calculation of the Average Daily Balance until the day following the expiration of the Deferral Period. This gives us the daily balance. Then we add up all the daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

**Variable APR.** Your Annual Percentage Rate (APR) may vary and may increase. The APR is determined by adding 21.65% to the Prime Rate (also called the "Index Rate" and defined below). The monthly periodic rate is determined by dividing the APR by 12. An increase in your APR will not increase your scheduled monthly payment amount, but may increase the time required to repay your Account balance. The finance charges that are assessed, including the monthly periodic rate, will be in amounts or at rates that do not exceed those permitted by law. As of 1/13/2016 the APR is 25.15% which corresponds to a monthly periodic rate of 2.096%.

The Index Rate used to determine the applicable APR is the highest "Prime Rate" as published in the "Money Rates" section of the Midwest Edition of the Wall Street Journal on the first day of your

billing cycle on the Wall Street Journal. It is published on that date, the most recent day on which it was published.

The amount of periodic interest charges and APRs are subject to change. See below under the heading "Change of Terms (including Interest Charges)."

**When interest charges begin to accrue.** Interest charges begin to accrue on each purchase on the date of the purchase. However, if you paid the new balance on your previous Statement by the payment due date shown on that statement, then: (1) if you pay the new balance on your current billing statement by the payment due date shown, we impose no interest charges on purchases during the current billing cycle, and (2) if you make a payment by the payment due date shown on your current statement that is less than the new balance, we will credit that payment as of the first day in your current billing cycle. In addition, if your previous Statement reflected a new balance and you did not pay that new balance in full by the payment due date on that previous statement, then we will not impose interest charges on any purchases during the current billing cycle if you pay the new balance shown on your current Statement by the payment due date reflected on that current Statement.

**Deferral Periods.** From time to time, we may offer you the opportunity to enter into promotions. When you make a purchase under a special promotion, it will be identified on your Statements. Each Statement will contain a summary of all deferred purchases, including the unpaid principal balances, any accrued or assessed interest charges and the dates until which payments or interest charges are deferred. The special deferral terms apply to a purchase for a specified period of time, which we will call the "Deferral Period". When you make a deferred purchase, the Deferral Period will be disclosed to you. These special promotions are made available at our discretion, are subject to credit approval, are not available for all purchases and cannot be changed by customer request. There is currently one type of special promotion, although we may add more or remove any of them at any time.

**No Payments Option:** Monthly payments on the deferred purchase are not required during the Deferral Period. Interest will be assessed at the monthly periodic rate in effect on your deferred purchase from the date of purchase. Interest assessed during the Deferral Period will be added to your deferred balance, regardless if you pay off your deferred balance before the expiration of the Deferral Period. The amount of your deferred purchase(s) is/are not considered when we calculate your minimum monthly payment. We do consider your deferred purchase(s) for purposes of determining your available credit.

**Late Fees.** Late fees will be equal to your minimum payment due with a maximum amount of up to \$27.00. The maximum amount will increase to \$37.00 if you did not make your minimum payment on time in any one of the 6 prior billing cycles, (or to the extent permitted by applicable law). The late fee will never be greater than your minimum payment due to which the late fee relates.

**Returned Payment Fees.** Returned payment fees will be equal to your minimum payment due with a maximum amount of up to \$27.00. The maximum amount will increase to \$37.00 if you had any returned payments in any one of the 6 prior billing cycles, (or to the extent permitted by applicable law). The returned payment fee will never be greater than your most recent minimum payment due.

**No Annual Account Fee.** You are not charged a separate annual fee to maintain your Account.

**Application of Payments.** Each payment you send to us will be applied to your Account in a manner consistent with applicable law. Generally, we will apply your payment first to satisfy all minimum payments due. You may pay the entire balance on your Account at any time without incurring any additional charge for prepayment.

**Change of Terms (including Interest Charges).** Subject to applicable law, we may change or terminate any term of this Agreement or add new terms at any time, including, without limitation, adding or increasing fees, increasing your minimum payment and increasing the rate or amount of interest charges or changing the method of computing the balance upon which interest charges are assessed. Prior written notice will be provided to you when required by applicable law. Changes may apply to new and outstanding balances.

**Default.** You will be in default under this Agreement if: (a) you fail to make at least the minimum payment by the Payment Due Date specified on your Statement; (b) you violate any other provision of this Agreement; (c) you die; (d) you become the subject of bankruptcy or insolvency proceedings; (e) you or any part of your property becomes the object of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; (f) you fail to provide to us any information we reasonably deem necessary; (g) you supply us with misleading, false, incomplete or incorrect information; (h) we receive information indicating that you are unable to perform the terms and conditions of this

Agreement; (i) you move out of the United States; or (j) you use your Account in an unlawful manner. Upon default, we have the right to require you to pay your entire Account balance (including all deferred purchases and all accrued but unpaid charges) immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Following any default, any balances outstanding under this Agreement will continue to accrue interest charges until paid in full and will be subject to all the terms and conditions of this Agreement, except that we will apply your payments first to attorneys' fees and other court costs (to the extent permitted by applicable law), and then in the order set forth in the Application of Payments section.

**Closing Your Account.** We can close your Account at any time. You can cancel or close your Account at any time by writing to us at WebBank, Fingerhut Credit Account Services, P.O. Box 1250, St Cloud, MN 56395-1250. If we have issued you a card with your Account number, you must cut it in half and return it to us. You may not use your Account for any purchases after you cancel or close your Account. If you do not pay us in full when you cancel, your outstanding balances will continue to accrue interest charges and other charges, and will be subject to the terms and conditions of this Agreement.

**Liability for Unauthorized Use/Lost or Stolen Account Numbers.** If you notice the loss or theft of your Account number or a possible unauthorized use of your card, you should write to us immediately at WebBank, Fingerhut Credit Account Services, P.O. Box 1250, St Cloud, MN 56395-1250, or call us at 1-800-208-2500. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50. However, unauthorized use does not include use by a person whom you have given the Account number to or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority you must send us notice in writing.

**Change of Name, Address, Telephone Number or Employment.** Notify us immediately of any change in your name, mailing address, telephone number or place of employment. Send changes to: WebBank, Fingerhut Credit Account Services, P.O. Box 1250, St Cloud, MN 56395-1250.

**Consent for Use of Telephone Numbers:** You authorize WebBank/Fingerhut, their affiliates, agents, and others calling at their request or on their behalf to contact you at any number (i) you have provided to us (ii) from which you have called us, or (iii) which we obtain and believe we can reach you at. We may contact you in any way, such as calling, texting, using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

**No Oral Modifications:** We are clarifying that this Agreement cannot be changed orally.

**Assignment of Account.** We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

**Reporting and Monitoring.** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that we may record your calls, and that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and other cardholders.

**Updated Financial and Other Information.** Upon request, you agree to promptly give us accurate financial and other information about yourself. We may obtain information about you from credit bureaus or other third parties at any time. You agree that the information that you provide to us is accurate as of the date provided, and that if the information changes you will contact us with the notice of the change.

**Governing Law/Enforceability.** This Agreement and your Account will be governed by federal law applicable to a FDIC-insured institution and, to the extent permitted by law and not preempted by federal law, the law of Utah, without regard to its choice of law provisions. You agree that this Agreement is entered into between you and us, and received by us, in Utah and we extend credit to you from Utah, whether or not you live in Utah. We will make the decision whether to open an account for you based on criteria established in Utah. If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Agreement will remain enforceable (except as specifically addressed in the Arbitration provision). Our failure to exercise any of our rights under this Agreement will not be deemed to waive our rights to exercise such rights in the future. This Agreement is a final expression of the agreement between you and us and this Agreement may not be contradicted by